

BE LEGENDARY.
BE PREDATORY.

BE BOTH.



ULTIMATE SPIDER-MAN

September 2005

UltimateSpiderManGame.com

ACTIVISION
activision.com

MARVEL
www.marvel.com



Spider-Man and all related characters thereof are trademarks of Marvel Characters, Inc., and are used with permission. Copyright © 2005 Marvel Characters, Inc. All rights reserved. (Name) © 2005 Activision Publishing, Inc. Activision is a registered trademark of Activision Publishing, Inc. All rights reserved. PC CD-ROM logo TM and © 2003 EMEA. The ratings icon is a registered trademark of the Entertainment Software Association. All other trademarks and trade names are the properties of their respective owners.

32859 208 US

X-MEN LEGENDS II RISE OF APOCALYPSE II



ACTIVISION

MARVEL



Contents

Installation & Setup	2
Default Keyboard Controls	4
The <i>X-Men™ Legends</i> Saga Continues	5
Main Menu	6
<i>X-Men™ Legends II: Rise of Apocalypse</i>	7
Teaming Up	7
Heads-Up Display (HUD)	8
Saving the Game & Xtraction Points	9
Selecting Powers	9
Automatic Leveling Up	10
Stats & Skills	10
Xtreme Powers	13
Items & Equipment	13
Danger Room	15
Multiplayer	16
Options	17
Credits	19
Customer Support	22
Software License Agreement	24

Installation & Setup

Autoplay

If the Windows® Autoplay feature is enabled on your computer, the splash screen will begin when you insert the *X-Men Legends II: Rise of Apocalypse* CD 1 into your CD-ROM drive. On the splash screen, press **Install** and follow the on-screen instructions to continue the installation.

Note: The X-Men Legends II: Rise of Apocalypse CD 1 functions as the CD key. You must have CD 1 in your CD-ROM drive to play the game.

If the Autoplay feature is disabled, you can begin the installation by doing the following:

- a. Go to the **Start Menu** and select **Run**.
- b. Type **D:\SETUP.EXE** (assuming D is your CD-ROM drive letter) and press **Enter**.
- or -
- a. Double-click on **My Computer**.
- b. Double-click your **CD-ROM** drive icon.
- c. Double-click on **SETUP.EXE**.

Windows® 98 may not be setup to autoplay CDs. To check, perform the following steps:

- a. Open the Windows® 98 Control Panel folder and double-click on the **System** icon.
- b. Click on the **Device Manager** tab. Click on the **plus sign** next to CD-ROM, select your **CD-ROM** and choose **Properties**.
- c. Click on the **Settings** tab. Insert a **check mark** in the box to the left of Auto Insert Notification and select **OK**.

DirectX® & Installation

If you do not have DirectX® 9.0c, you will have the option to install it on your computer. It is recommended that you choose to update to the newest version of DirectX®. If you already have other Windows® 98/ME/2000/XP games on your computer, chances are you already have a version of DirectX® installed. In this case, the Microsoft installer will detect and overwrite any previous versions with DirectX® 9.0c. At that point, you will need to restart your computer for the changes to take effect. If, however, you already have DirectX® 9.0c installed on your computer, the Microsoft® DirectX® 9.0c installer will detect it and not overwrite any files. You will not need to restart your computer after installation in order to run *X-Men Legends II: Rise of Apocalypse*.

If you choose not to install DirectX® 9.0c when you install the game, you can manually install it later. To do so, use the following instructions:

1. Place your *X-Men Legends II: Rise of Apocalypse* disc in the CD-ROM drive. The Launch screen should appear. (See the AutoPlay section above if it does not appear.)
2. Click on the **Extras** button.
3. Click on **DirectX®** and follow the installation process. When DirectX® installation finishes, you will need to restart your computer for the new drivers to work.

If you encounter the following error message, then you have tried to start the game without the correct version of DirectX® installed on your computer:

"DirectX® 9.0c is not installed on this computer. Install it and try again."

You will need to follow the directions above to install DirectX® before starting the game.

Default Keyboard Controls

Move Forward	W
Move Backward	S
Move Left	A
Move Right	D
Attack/Power 1	Keypad 4
Smash/Power 2	Keypad 6
Jump/Xtreme	Spacebar
Use/Boost	E
Use Powers	Keypad 5
Energy Pack	O
Health Pack	P
Call Allies	C
Character Up	Up Arrow
Character Down	Down Arrow
Character Right	Right Arrow
Character Left	Left Arrow
Map Toggle	M
Start/Pause	Esc
Stats Menu	F1
Camera Up	L
Camera Down	L
Camera Left	L
Camera Right	L
Screenshot	F11
Talk	L
Walk	Left Shift
Switch Character	D
Attack Object	Left Ctrl (modifier to attack objects with mouse control)
Rotate Camera	V
Bind Power	B
Quick Power (hold down while clicking left or right mouse button)	~ (tilde)
Power 1 through 11	1 through ~ (dash key)

Basic Mouse Controls

Menus

- Use your left-click, right-click and wheel buttons.
- Selection text at the bottom of the screen can be clicked on to activate a function when no menu can perform the action.

In-Game

Click on an object in the HUD to activate it. Click on health and power packs to use them. Click on a character's head to switch characters. Green highlighted objects can be interacted with (red highlighting indicates objects that cannot be interacted with).

- Left-click on environment or object to move the player near that location (hold the left Shift key to walk).
- Hold the left mouse button to move in the direction of the cursor.
- Left-click or right-click on an enemy to move near the enemy and attack once.
- Hold the mouse button when attacking enemies to perform continuous attacks.
- Right-click on nearby static objects to perform the default action on them.
- Left-click while holding the left Ctrl key to attack destroyable non-moving objects.
- Right-click while holding the left Ctrl key to smash attack destroyable non-moving objects.
- Right-click or left-click on an AI-controlled hero while holding the Switch Character key to make it the new active hero.

Configuring Gamepad Controls

You can use your USB gamepad to play *X-Men™ Legends II: Rise of Apocalypse*. Simply insert your gamepad into an available USB port and go to the Advanced Options menu. You can bind your controls as desired for an optimal playing experience.

The X-Men™ Legends Saga Continues

In a legendary battle for the streets of New York, Professor Charles Xavier and his X-Men restore stability to the world by defeating Magneto™ and his army of Sentinel Robots. Following this magnificent achievement, Xavier and the X-Men return to the X-Mansion to recharge. With Magneto out of the picture, the X-Men finally have a chance to relax.

However, Xavier's mind is still unsettled. During a routine exercise with Cerebro, Professor X detects some strange activity in a remote area of Egypt. Unfortunately, Xavier is unable to investigate this disturbance further because of an obligation to speak at an International Convention for Mutant Awareness. Instead, he assembles a team of X-Men to investigate.

While Cyclops leads a group of X-Men through oppressive heat waves and vicious sandstorms in the Egyptian deserts, a message comes in from Beast: "Return to the X-Mansion at once! Xavier and Polaris have vanished!"

In the time it takes the X-Jet to fly across the Atlantic Ocean, the story hits the international news headlines. Reports from all over the globe inform the masses about this series of unprecedented events. First, a merciless raid at the International Conference for Mutant Awareness, and second, a monumental battle in the skies of the Southern Hemisphere above the Dead Zone. As the story unfolds, most of the details are unclear, but one fact is clear in all the reports, that Professor Xavier and Polaris have been abducted.

Main Menu



New Game—Start a new game.

Load Game—Continue an existing saved game from your last save point.

Danger Room—Start a variety of single-player or multiplayer games.

Review—View unlocked cinematics.

Options—Set your sound, camera and controller vibration options. You can also view the controller layout.

Play Online—Access online gameplay.

X-Men Legends II: Rise of Apocalypse

The X-Men universe is brought to life in a high-action role-playing game that takes you, your favorite heroes and their traditional enemies through an unprecedented adventure. Get ready to take control of a team of X-Men and Brotherhood, travel to exotic locations and embark on daring missions in a quest to save the world from a new face of evil.

X-Men Legends II: Rise of Apocalypse allows you to live the adventure while assembling your favorite team, customizing your heroes' character development and launching them into a story of epic scope. It's up to you to decide the fate of the world!



"It seems we both have a grievance with Apocalypse."

—Magneto

Teaming Up

X-Men Legends II: Rise of Apocalypse is all about customizing your personal team of super heroes. The choice is yours. As you progress through the game, you can pick unique teams for every environment, or if you choose, use one team of all-stars from start to finish. You can also change your team composition at Xtraction Points. These blue X icons don't appear around every corner, so pick your team wisely.



Once in the game, your allies will follow you, use their powers and attack your enemies. Whenever you want your friends at your side, simply press the **Call Allies** key. During combat, press the **Call Allies** key to instruct your allies to attack your nearest target with their selected power.

Unique Power Combos

There are many unique power combinations that inflict extra damage and earn bonus experience. Practice various combinations using the **Call Allies** key to call for specific ally attacks. For example:

Slow Control = Telekinesis + Slow Beam

Fiery Slash = Feral Slash + Ignite

Heads-Up Display (HUD)



The HUD is optimized to allow control over your entire party. The faces that appear in the HUD are configured in four positions, each represented by a direction on the directional keys. You can also left-click on any face in the HUD to get instant control of the corresponding *X-Men* character.

Health Meter—The current health of the selected *X-Men* character.

Energy Meter—The current energy of the selected *X-Men* character.

Experience Meter—The level of experience approaching the next level.

Xtreme Meter—Fill up the four segments of the Xtreme Meter to light up and enable Xtreme powers.

Saving the Game & Xtraction Points



You are able to traverse missions and acts, as well as save your progress and access your team roster, using Xtraction Points. In fact, doing so is very valuable to complete every objective and locate every hidden item. Select **Xtract** to view the world map and travel instantly to any other active Xtraction point in the game.

Selecting Powers

To access *X-Men* character powers while using a controller, you need to master in-game power switching. In-game power switching lets you access all unlocked hero powers instantaneously!

With the keyboard, you can use any power by pressing the number keys, 1–10. You can also bind a power to the left or right mouse button by pressing **B**. Hold down the **`** (tilde) key to then activate the power by clicking the appropriate mouse button.

To activate in-game power switching using a USB gamepad, hold down the **Superpower Selector** button. While holding down this button, press different directions on the controller's directional pad (↑, ↓, etc.) to toggle through your list of hero powers and assign them to the respective buttons.

Note: To maximize your USB controller, you must configure your control scheme in Advanced Options.



Automatic Leveling Up

The all new in-game intelligence system allows you to manage and fully customize your team's leveling up and skill development. This system is fully customizable for every character, so you can have totally customized settings for all 16 starting characters. When your characters gain sufficient experience to level up for the first time, you'll be prompted with the selection menu. From this menu, you can customize how the game allocates skill points, stat points and gear. You can also do this at any time from the team management menu.

Stats & Skills

Leveling up is part of any RPG experience. When a character has accrued enough experience, he or she will gain a new level. You'll know a character has leveled up when you see a double-helix gene around the selection icon at the character's feet. Don't hesitate to enter the menu and level up so you can add points to your character's **stats** and **skills**.

Stats

Stats are basic traits shared by all Mutants: body, focus, strike and speed.

Body—Increases your health points (HP) and chance for double health from potions.

Focus—Increases your energy points (EP), energy regeneration, melee mental damage and chance for double energy from potions.

Strike—Increases the damage you do with melee attacks.

Speed—Increases your Attack Rating (ATK) and Defense Rating (DEF).

AI

AI Heal (when lull)—

Indicates if potions will be used when you run over them without having full health. Helps keep you from leaving health behind.

AI Heal (4 types)—Allows AI to automatically heal teammates using remaining health packs when their health is below a certain level (as long as there are more than two packs remaining).

Note: This setting affects all AI-controlled X-Men.

Never—AI will not use any health packs no matter how much health is remaining.

Less than 20%—AI will use a health pack when a teammate is below 20% of maximum health.

Less than 40%—AI will use a health pack when a teammate is below 40% of maximum health.

Less than 80%—AI will use a health pack when a teammate is below 80% of maximum health.

AI Mode (3 types)—Determines actions of teammates who are not controlled by a human player.

Aggressive—Always attacks your target immediately.

Normal—Attacks when the opportunity arises.

Defensive—Stays away from enemies, attacking only when attacked.

AI Skill—Determines the Mutant power used by teammates on a targeted enemy when the Call Allies key is pressed (Xtreme Power not selectable).



"Hey bub, I'm going to bust you up. Arrrrgh!"

—Wolverine

Skills

Skills are unique to your character, and measure your ability to use your Mutant craft in various ways. Some of your skills are active, which means you must perform a special action to use your power. Other skills are passive, meaning your powers go into effect automatically. Every character has multiple tiered powers, which take on new properties as you assign points to them. To see what powers you need to unlock, view the skill list in the Skills menu. Grayed-out powers have a prerequisite, which means you must fill a certain number of skill slots in the base power or achieve a certain level to upgrade to the next tier.

Upgrading Mutant powers—Assigning points to an existing skill increases the potency of that skill.

Acquiring new Mutant powers—Assigning points in a new power or unlocking the next tier of a power unlocks that power at the base level of ability.

Boosts, or skills that bolster your attributes either offensively or defensively, appear on the affected character in the game.

Passive skills, such as Mutant Mastery, are always in effect, regardless of whether the character is selected.



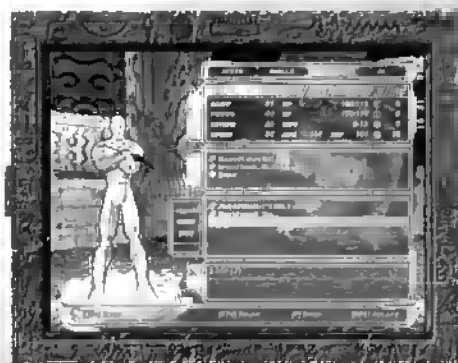
Xtreme Powers



Every hero has the potential to unlock ultimate versions of his basic powers. These powers don't use Mutant energy, but instead use Xtreme tokens. Once you've unlocked skills and collected four tokens, your Xtreme powers will be enabled. Xtreme powers are always activated by holding the Power key then pressing the Xtreme (spacebar) key.

Items & Equipment

Equipment is worn by each X-Men character to enhance his or her abilities and is always in effect as long as it's equipped.



"Do you think Sunfire will let me borrow his mask? It was really useful against the Sentinels on Asteroid M."

—Iceman

There are three types of equipment you can use.



Belts—Add to defense rating



Armor—Adds to defense rating



Gloves—Add to attack rating

Enhanced Equipment—Occasionally you'll find equipment that's been enhanced through technology or Mutant powers.

Rare Equipment—Rare equipment has a much smaller chance of appearing in the world, but adds significant stat boosts to a character when equipped.

Unique Equipment—The most powerful and uncommon equipment in the game is unique equipment. These enhanced items have unique names and special attributes that never change.

Equipment Quality—In addition to equipment enhancements, there are also different qualities of equipment: standard, advanced and legend. These apply to normal and enhanced equipment.

Health Packs—These replenish the health of your currently selected hero. The maximum number of health packs you can carry at level 1 is 10.

Energy Packs—These replenish the energy of your currently selected hero. The maximum number of energy packs you can carry at level 1 is 10.

Purchasing Items

You can purchase items from both Beast and Forge. When there's a piece of equipment you need, Forge and Beast can easily get the job done. All they need in return are mechanical parts, known as "tech bits," which are used to make the items. Forge and Beast can provide unique or rare items as well as more mundane armor and enhancers. The more valuable the item, the more it'll cost you.



*"Hey Forge, I need something to keep Magneto from ripping my Adamantium skeleton out again."
—Wolverine*

Town Centers

The clash with Apocalypse keeps the X-Men constantly on the run as they battle around the globe. To manage their travels easier, Xavier has established five unique bases for operations. In these headquarters, you can load missions, get objectives, talk to non-playable characters, visit the danger room and customize your team members for various missions.

Danger Room

Training—Complete a number of pre-set challenges for an experience reward.

Sparring—Compete against the CPU in a race against the clock.

Records—View your high scores and character rankings for sparring challenges.



Skirmish—Compete against other players in various combat games.

- **Brawl**—Engage in combat with other players for a predetermined amount of time.
Lives: unlimited.
- **King of the Hill**—Compete with other players to remain king for a predetermined amount of time.
Lives: unlimited.
- **Last Man Standing**—Engage in combat with other players until all but one is defeated.
Lives: 4.
- **Last Man Ladder**—Engage in combat with other players until all but one is defeated. With each progressive knockout, your power level increases.
Lives: 4.

Multiplayer

Connecting to Your ISP

For Internet play, connect to your Internet Service Provider (ISP) before starting Multiplayer. If you have a cable modem or DSL access, you may have a persistent connection and won't need to do anything special. See your Windows® and ISP manuals for information on how to connect to your ISP.

To play *X-Men Legends II: Rise of Apocalypse* online, you'll need a dedicated broadband connection to the Internet with at least 128Kbps upload bandwidth and 128kbps download bandwidth. Sharing your network connection among multiple computers may reduce your bandwidth and cause instability when playing online. If you're unsure about the bandwidth of your broadband connection, please check with your ISP. For the best experience, plug your Internet connection from your broadband (DSL or cable) modem directly into your game system. Because of huge variations in routers, not all routers are supported by this product.

To play online, select the **Play Online** option from the Main Menu. You'll be presented with these choices:

Input Name—Input your handle for multiplayer chat

Local IP—View your local IP address.

Once you're ready, you'll go to the Campaign Staging Area to select one of the following options:

Host Game—Start a game of any type, then select a game name, difficulty setting and maximum number of players.

- **Campaign**—Set up a new 2–4 player campaign with level f characters.
- **Danger Room**—Set up a 2–4 player battle royale with friends. It's only available if you've achieved level 16 in Story mode.

Load Saved Campaign—Continue your saved game with friends online.

Join Game—Search for games posted based on Game Type and Difficulty.

Finding and Connecting to Multiplayer Servers Games List

After selecting **Join a Game**, you'll see the Games List screen. The games list shows the name of the hosted game, the number of current and maximum players and the gameplay type.

Options

Pause Menu

Objectives

The list of objectives to be completed.

Team Management

View/customize character stats, Mutant powers and power-up items.

Blink Portal

Use the Blink Portal to transport back to the nearest base camp.

Map (three types)

Choose the type of map to be used during gameplay.

Hidden—Remove the map from the screen.

Small—Display a small mini-map on the left side of the screen.

Large—Display a large map in the center of the screen.

Automap

View the entire map to locate objectives.



Options

Effects Volume—Adjust the volume of background sound effects.

Music Volume—Adjust the volume of background music.

Combat Music—Turn background music on or off.

View Angle—Select the overhead camera angle between steep, normal and close.

View Cycle—Turn the ability to change the camera angle on or off.

View Shake—Turn Camera Shake on or off.

View Follow—Turn the camera follow option on or off.

Subtitles—Turn on subtitles for cinematics.

Vibration—Turn the vibration feature on or off.

Advanced Options—Modify your resolution and FSAA (full-screen anti-aliasing) settings and configure your controls.

Accept—Accept and save your changes.

Players (multiplayer only)

Activate or deactivate other controllers for use in multiplayer games.

Load Game

Load a previously saved game.

BEENOX

Executive Producer
Dee Brown

Producer
Stéphane Brent

Chief Technology Officer
Sylvain Meier

Technical Lead
Sébastien Peirier

Senior Programmer
Gérard Bélier

Programmers
Karl Penlin
Marie-Eve Tremblay
Charles-Henri Bernier

Quality Assurance
Marc-Antoine Jolives
Patrick Thellend
Mathieu St-Gelais

RAVEN SOFTWARE

Project Lead
Dan Vendrak

Art Director
Dan Hey

Design Lead
Keith Füller

Programming Lead
Dan Edwards

Technology Lead
Gil Gribb

Andie Lead
Ellen Lurie

ART

Assistant Art Lead
Jeff Butler

Artists
Glen Angus, Jeremy Blinnet
James Bradford, Cory Casani
Mitch Cello, Lea Derachard
Beno Barren, Brian Hagen
Jeffrey Mey, Matt Opprecht
Jeff Petersen, Ben Shere
Derek Smith

Art Asset Manager
Will Edwards

Additional Art
Nick Chelov, Brian Pfaller
Jason Smith

ANIMATION

Assistant Animation Lead
Kira Peterson

Animators
David Lam, Eric Schlautman

Credits

Mecap Animation
Bobby Duncanson, Jerry Ashworth
Jeff Dagenherdt
Nicholas Stevenson

Design
Sean Campbell, Damien Faleite
Jehin Negrate, Matt Pinkston
Clem Sersen-Semmel
Mike "Oz" Schulenberg
Stu Wiegent

Additional Design
Tom Odell

Programming
Ste Cerik, Ryan Denz
James Justin, Kathleen Merty
Simon Perkinson
Aaren Sen Filippo
Adam Sherbinn

Additional Programming
Michael Constant

Story and Dialogue
Beb Love

Additional Andie
Kevin Schilder

Creative Consultant
Reb Gee

Mecap Actors
Erin Schmette, Jeff Skibel

Raven QA
Jasen Robinson

STUDIO ADMINISTRATION

Studio Head
Blair Raffel

Director of Product Development
Mike Clowrie

Office Management
Charlie Bernstein, Mary Proccett
Kristen Todd

Special Thanks
Mike Gummelt, Kete Stemmetz
Emily Briller, Katelyn Gee
Nichel Nermen
Rhianan Sen Filippo
Becca Sen Filippo
Erik Spindler, Emma Wetsen
Teny Whiteker

The Raven Software
X-Men Legends II team would like to
thank and acknowledge

The brothers Raffel
Sten "The Men" Lee
The Unannounced Team
The QA Veterans
Our Production crew at Activision
Blair Sindres

Super Villain Sindies
Vicereine Virenia
Berkling Lizards
Beenex
The V drive

Three Point Pleas
Cnb Foods
5 minutes
another 34%
FTP space
Westfield Cemex
Kremer Brothers
Mike Helt Pie
Cedera Siner Hospital

Introducing all the new
Raven babies born during
X-Men Legends II development
Edward James Angus
John Henry Edwards
Jack Carlon Peikman

...and a very special thanks to our
spouses, family and friends who have
given us their love, patience and
support along the way, without which
this game could not have been made.

ACTIVISION

President,
World Wide Studios
Kathy Vraback

Executive Vice President
Worldwide Studios
Chuck Huebner

Executive Producer
Adam Goldberg

Producer
Matthew Penl

Associate Producers
Omari Valentine
Alex Garcia

Production Coordinators
Chris Palmisano, Nick Felzen

Localization Manager
Carles Garcia-Shefton

Senior Online Manager
David Venderhaer

Online Production Coordinator
Matthew Beal

Production Testers
Mett O'Connell, Ian Kowalski
Velencia Simmens
Redrick Wynn, Ben Topley
Jesh Topley, Deng Grutzmecher
Lynn Horrad

Production
Special Thanks
Blaine Christino, Chris Archer
Jinan Valdes, Brian Pees
Jeff Pollenberger, T. D. Jellison
Jeff Chen, Navin Dravinski
Derek Recce, John Sweeney
Jamie Bafus, Scott Weiker
Mark DeChilipe, Margie Stahl
Layne Petersen, Dave Stahl
Kemi and Nick Garcia
Jon Lenevay, Neil Wood
Dan Shaffer, Yels Mille
Doug Reihmen

MARKETING AND PR

Global Brand Manager
Julian Hollinghaus

Associate Brand Manager
Brad Hiley

Director, Global Brand Management
Robert Kaelich

**Vice President,
Global Brand Management**
Will Keesey

**Vice President,
Corporate Communications**
Maryanne Lalail

**Director,
Corporate Communications**
Michelle Nino Shirodai

**Manager,
Corporate Communications**
Ryhi-Ming Poon

**Publishers,
Corporate Communications**
Auron Giral
Tomeo Sanderson

CENTRAL TECHNOLOGY

Vice President of Technology
Steve Pearce

Senior Art Director
Alessandro Tonto

CENTRAL TECHNOLOGY/ INSTALLERS

Senior Manager, Central Technology
Ed Cline

Installer Programmer
Ryan Ford

BUSINESS AFFAIRS

SVP & General Counsel
George Rose

**Senior Director of
Business Affairs &
Corporate Compliance**
Gregory Dantch

**Director, Government
& Legislative Affairs**
Phil Terzian

Senior Paralegal
Mike Lescan

Paralegal
Kap Kong

Legal Administrative Assistant
Danielle Kim

CREATIVE SERVICES

**VP, Creative Services
& Operations**
Denise Welsh

Director of Creative Services
Matthew Stainai

Creative Services Manager
Jill Barry

Creative Services Assistant Manager
Shelby Yates

Packaging & Manual Design
Ignited Minds LLC

QUALITY ASSURANCE/ CUSTOMER SUPPORT

DAY SHIFT
Project Lead
Jonas Andersson

Senior Project Lead
Jesse "Fox" Petter

QA Manager
John Roesser

Floor Lead
Peter Boel

Day Shift Test Team
Daborn Yin, Henry Morgan
Jasen Richey, Jason Ruiz
Pablo Farstad, Roger Roigoso
Andrew Kim, Casey Cambridge
Andrew Ambinot, Khesa Tseng
Goba Minhokki, Cameron Dillingers
Atsai Kukaayan

NIGHT SHIFT
Project Lead
Jesse Liveseood

Senior Project Lead
Paul Colbert

QA Manager
Adam Hartsfield

Testers
Chris Boncomp
Mike Gonzales
Ricky Hernandez
Jodi Kayama
Jock Sam

St. Manager, Code Release Group
Tim Vanlaw

Lead, Code Release Group
Jel Sedivy

Floor Lead, Code Release Group
Kim Park

Test Team, Code Release Group
Eric Stenzione, Dan Sullivan
Randy Cellman, Roy Avila
Noemi Polanco, Jason Mervini

Lead, Compatibility Group
Neil Barizo

St. Compatibility Team
Chris Neal

Test Team, Compatibility Group
John DeShazer, Jason Sa

Custom Support Leads
Gory Bolden - Phone Support
Michael Hill - E-mail Support

CS/DA Specialist Thinks
Jim Sammars, Jason Wong
Matt McClure, Nadine Therzillo

Ed Cline, Evan Brown, Indra Yoo
Jenle Middleton, Todd Kernen
Nicholas Westfield
Vivante Ruffin, Chris Koim
Francie Jimenez, Nail Barzo
Chris Noel, Willie Belton
Chad Siodhoff, Jennifer Vilante
Jeremy Shortell, Petar McKernan
Mike Rixford, Dylan Rixford
Tyler Rivers, Sara Ballton
Randolph d'Amore, Mel Selie

MARVEL ENTERPRISES, INC.

**Vice President of Interactive -
Executive Producer**
Amno Kushann

**President, Worldwide
Consumer Products**
Tim Rothwell

Legal Affairs
Seth Lehman, Jeannie M. Silverman
Curt Snanoff

Special Thanks
Aw Ated, Ali Ated
Joe Doozdo
Dan Buckley, Mike Marte
Amy Savarin-Wynkoff

SUPERVILLAIN STUDIOS

**Online Programming &
Additional Art and Levels**
Richard Camporese
Steve Gann, Chris Glenn
Chris Reusch, Victor Rodriguez
Rob Smith, Josh Taylor
Rob Wilson, Tim Campbell
David Yrigoyen

BLUR STUDIO

Cinematic Work

Creative Director
Tim Miller

CC Supervisor
Sebastian Chert

Animation Supervisor
Deron Reese

Producer
Sherry Wollono

Layout
Jeff Fowler, David Nibbelin
Rael Ponnal, Sami Patel
Deron Reese, Makoto Koyama

Modeling
Heikki Anttila, Ricardo Bibe
Corey Butler, Sze Chon
Sebastian Chert, Zack Clark
Willi Hammes, Ian Joyner
Alex Litvinchik, Benoit Mankai
Thien Ngo, Tim Wollono

Rigging/Cloth Simulation
Carlos Angiano, Sze Chan
Bryen Hillestad, Jen Jordan
Borott Mankai, August Wannenbar
Jeff Wilson

Animation
Paul Ponnal, Sami Patel
Deron Reese, Davy Sabbo
Georga Schmalz
Anguel Wartenburg
Jaff Wilson, Wim Bien
Onni Yeldan

Lighting and Compositing
Heikki Anttila, Corey Butler
Sebastian Chert, Willi Hammes
David Driz, Tim Wollono

FX
Dan Knight, Laurent Piarot
Songg Joe Lee, Sung Wook So

**CG Character
Technical Supervisor**
Jon Jordan

Character Modeling
DC Supervisor
Sze Chon

Music
Ryan Girard, Eric Lalamielle

Concept Design
Fransisco Ruiz Volcano
Chuck Wojtkiewicz
Soon McNolly

Production Coordinator
Dabbie Yin

Production Assistant
Amende Powell

Tool Programmer
Drogo Gorno

**Programming and
System Administration**
Deane Powell, Paul Haeng
Mort Newell, Abe Sholten

Music Talent
Gavin Cashion, Christopher Hicks
Venease Vanden Pluym
Josh Sweeney

Localization Tools and Support
Localization Consultants
Stephanie D'Molloy Daming

Localization Tools and Support
Localization Consultants
Stephanie D'Molloy Daming

Localization Tools and Support
Localization Consultants
Stephanie D'Molloy Daming

Localization Tools and Support
Localization Consultants
Stephanie D'Molloy Daming

Localization Tools and Support
Localization Consultants
Stephanie D'Molloy Daming

Localization Tools and Support
Localization Consultants
Stephanie D'Molloy Daming

Localization Tools and Support
Localization Consultants
Stephanie D'Molloy Daming

Localization Tools and Support
Localization Consultants
Stephanie D'Molloy Daming

Localization Tools and Support
Localization Consultants
Stephanie D'Molloy Daming

Localization Tools and Support
Localization Consultants
Stephanie D'Molloy Daming

Localization Tools and Support
Localization Consultants
Stephanie D'Molloy Daming

Localization Tools and Support
Localization Consultants
Stephanie D'Molloy Daming

Localization Tools and Support
Localization Consultants
Stephanie D'Molloy Daming

NIKITOVA, LLC

CEO & President
Olye Nikiteve

VP of Production
Andrei Pozolotin

Project Manager
Maxim Dembick

Business Development Manager
Natalia Makareva

Modelers
Bogdan Alexander
Michael Budkin, Pavel Osminin
Georgii Peute

Modelers
Bogdan Alexander
Michael Budkin, Pavel Osminin
Georgii Peute

Modelers
Bogdan Alexander
Michael Budkin, Pavel Osminin
Georgii Peute

Modelers
Bogdan Alexander
Michael Budkin, Pavel Osminin
Georgii Peute

Modelers
Bogdan Alexander
Michael Budkin, Pavel Osminin
Georgii Peute

Modelers
Bogdan Alexander
Michael Budkin, Pavel Osminin
Georgii Peute

Modelers
Bogdan Alexander
Michael Budkin, Pavel Osminin
Georgii Peute

Modelers
Bogdan Alexander
Michael Budkin, Pavel Osminin
Georgii Peute

Modelers
Bogdan Alexander
Michael Budkin, Pavel Osminin
Georgii Peute

Modelers
Bogdan Alexander
Michael Budkin, Pavel Osminin
Georgii Peute

Modelers
Bogdan Alexander
Michael Budkin, Pavel Osminin
Georgii Peute

Modelers
Bogdan Alexander
Michael Budkin, Pavel Osminin
Georgii Peute

Modelers
Bogdan Alexander
Michael Budkin, Pavel Osminin
Georgii Peute

Modelers
Bogdan Alexander
Michael Budkin, Pavel Osminin
Georgii Peute

Modelers
Bogdan Alexander
Michael Budkin, Pavel Osminin
Georgii Peute

Modelers
Bogdan Alexander
Michael Budkin, Pavel Osminin
Georgii Peute

Modelers
Bogdan Alexander
Michael Budkin, Pavel Osminin
Georgii Peute

Modelers
Bogdan Alexander
Michael Budkin, Pavel Osminin
Georgii Peute

Modelers
Bogdan Alexander
Michael Budkin, Pavel Osminin
Georgii Peute

Modelers
Bogdan Alexander
Michael Budkin, Pavel Osminin
Georgii Peute

Modelers
Bogdan Alexander
Michael Budkin, Pavel Osminin
Georgii Peute

Modelers
Bogdan Alexander
Michael Budkin, Pavel Osminin
Georgii Peute

Modelers
Bogdan Alexander
Michael Budkin, Pavel Osminin
Georgii Peute

Modelers
Bogdan Alexander
Michael Budkin, Pavel Osminin
Georgii Peute

Modelers
Bogdan Alexander
Michael Budkin, Pavel Osminin
Georgii Peute

Models: Sinisai, Story
Dan Friedman

Sniff
James Sie

Gambit, Mikhail
Snott McDonald

Bastion
Alain Dancon

Iceman, Spengman
James Arnold Taylor

Apocalypse
Richard McGonagle

Magneto
Richard McGonagle

Pyro, Senator, Deadpool
John Kestel

Lady Deathstrike, Kitty Pryde
Kim Mai Gnost

Bananas, Abyss
Dante Flynn

Grizzly
Keith Ferguson

Ironman, Ku-Zai
John Cygan

Scarlet Witch, Stoplost Sisters
Jennifer Hale

Colosseus, James Hudson
Jim Ward

Toad, Zoolot
Armin Shimmerman

Bishop, Nick Fury
Khory Payton

Wolverine, Omega Red
Steve Blum

Fern
Lou Diamond Phillips

Beast
Richard Doyle

Cyclops
Josh Keaton

Miles Morales
Jane Carr

Thunderbolt Ross, Dusty
Michele Clout

Black Queen
Joanne Elias

Shanna
Masasa Moyo

Emma Frost
Bobby Lieber

Additional Voices
Dan Hay

Eric Blomman
Zachary Dauter

Kris Zimmerman
Kris Zimmerman

Kris Zimmerman
Kris Zimmerman

Kris Zimmerman
Kris Zimmerman

Customer Support

Note: Please do not contact Customer Support for hints/codes/cheats; only technical issues.

Internet: <http://www.activision.com/support>

Our support section of the web has the most up-to-date information available. We update the support pages daily, so please check here first for solutions. If you cannot find an answer to your issue, you can submit a question/incident to us using the online support form.

A response may take anywhere from 24-72 hours depending on the volume of messages we receive and the nature of your problem.

Note: Internet support is handled in English only.

Note: The multiplayer components of Activision games are handled only through Internet support.

Phone: (310) 255-2050

You can call our 24-hour voice-mail system for answers to our most frequently asked questions at the above number. Contact a Customer Support representative at the same number between the hours of 9:00 am and 5:00 pm (Pacific Time), Monday through Friday, except holidays.

Please do not send any game returns directly to Activision without first contacting Customer Support. It is our policy that game returns/refunds must be dealt with by the retailer or online site where you purchased the product. Please see the Limited Warranty contained within our Software License Agreement for warranty replacements.

Register your product online at www.activision.com
so we can enter you in our monthly drawing
for a fabulous Activision prize.

To Defeat the Greatest Evil, the X-Men will join their greatest Enemy.



THE ONLY OFFICIAL
STRATEGY SOURCE:

- Detailed walkthroughs to conquer every level.
- Customization tips for each character.
- Unbeatable online and multiplayer strategies.

What is your strategy to save Earth?



BRADYGAMES
TAKE YOUR GAME FURTHER

MARVEL, X-MEN and all related character names and likenesses thereof are trademarks of Marvel Characters, Inc. Copyright © 2005 Marvel Characters, Inc. All rights reserved. Game © 2005 Activision Publishing, Inc. Activision is a registered trademark of Activision Publishing, Inc. All rights reserved. The ratings icon is a registered trademark of the Entertainment Software Association. All other trademarks and trade names are the properties of their respective owners.

MARVEL
www.marvel.com

ACTIVISION

SOFTWARE LICENSE AGREEMENT

IMPORTANT - READ CAREFULLY: YOUR USE OF THIS SOFTWARE (THE "PROGRAM") IS SUBJECT TO THE SOFTWARE LICENSE TERMS SET FORTH BELOW. THE "PROGRAM" INCLUDES ALL SOFTWARE INCLUDED WITH THIS AGREEMENT, THE ASSOCIATED MEDIA, ANY PRINTED MATERIALS, AND ANY ON-LINE OR ELECTRONIC DOCUMENTATION, AND ANY AND ALL COPIES OF SUCH SOFTWARE AND MATERIALS. BY OPENING THIS PACKAGE, INSTALLING, AND/OR USING THE PROGRAM AND ANY SOFTWARE PROGRAMS INCLUDED WITHIN THE PROGRAM, YOU ACCEPT THE TERMS OF THIS LICENSE WITH ACTIVISION, INC. ("ACTIVISION").

LIMITED USE LICENSE: Subject to the conditions described below, Activision grants you the non-exclusive, non-transferable, limited right and license to install and use one copy of the Program solely and exclusively for your personal use. All rights not specifically granted under this Agreement are reserved by Activision and, as applicable, Activision's licensors. The Program is licensed, not sold, for your use. Your license confers no title or ownership in the Program and should not be construed as a sale of any rights in the Program. All rights not specifically granted under this Agreement are reserved by Activision and, as applicable, its licensors.

LICENSE CONDITIONS

You agree not to:

- Exploit the Program or any of its parts commercially, including but not limited to use at a cyber cafe, computer gaming center or any other location-based site. Activision may offer a separate Site License Agreement to permit you to make the Program available for commercial use; see the contact information below.
- Sell, rent, lease, license, distribute or otherwise transfer this Program, or any copies of this Program, without the express prior written consent of Activision.
- Use the Program, or permit use of the Program, in a network, multi-user arrangement or remote access arrangement, including any on-line use, except as otherwise specifically provided by the Program.
- Use the Program, or permit use of the Program, on more than one computer, computer terminal, or workstation at the same time.
- Make copies of the Program or any part thereof, except for backup or archival purposes, or make copies of the materials accompanying the Program.
- Copy the Program onto a hard drive or other storage device, you must run the Program from the included CD-ROM (although the Program itself may automatically copy a portion of the Program onto your hard drive during installation in order to run more efficiently).
- Reverse engineer, derive source code, modify, decompile, or disassemble the Program, in whole or in part.
- Remove, disable or circumvent any proprietary notices or labels contained on or within the Program.
- Export or re-export the Program or any copy or adaptation thereof in violation of any applicable laws or regulations.

OWNERSHIP: All title, ownership rights and intellectual property rights in and to the Program and any and all copies thereof are owned by Activision or its licensors. The Program is protected by the copyright laws of the United States, international copyright treaties and conventions and other laws. The Program contains certain licensed materials and Activision's licensors may protect their rights in the event of any violation of this Agreement. You agree not to remove, disable or circumvent any proprietary notices or labels contained on or within the Program.

LIMITED WARRANTY: Activision warrants to the original consumer purchaser of the Program that the recording medium on which the Program is recorded will be free from defects in material and workmanship for 90 days from the date of purchase. If the recording medium is found defective within 90 days of original purchase, Activision agrees to replace, free of charge, any product discovered to be defective within such period upon its receipt of the Product, postage paid, with proof of the date of purchase, as long as the Program is still being manufactured by Activision. In the event that the Program is no longer available, Activision retains the right to substitute a similar program of equal or greater value. This warranty is limited to the recording medium containing the Program as originally provided by Activision and is not applicable to normal wear and tear. This warranty shall not be applicable and shall be void if the defect has arisen through abuse, mistreatment, or neglect. Any implied warranties prescribed by statute are expressly limited to the 90-day period described above.

EXCEPT AS SET FORTH ABOVE, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND NO OTHER REPRESENTATIONS OR CLAIMS OF ANY KIND SHALL BE BINDING ON OR OBLIGATE ACTIVISION.

Please refer to Warranty procedures relating to your country of residence from the lists below.

IN THE U.S.

When returning merchandise for replacement please send the original product disks only in protective packaging and include:

1. A photocopy of your dated sales receipt
2. Your name and return address, typed or clearly printed
3. A brief note describing the defect, the problem(s) you encountered and the system on which you are running the product
4. If you are returning the product after the 90-day warranty period, but within one year after the date of purchase, please include a check or money order for \$10.00 U.S. per CD replacement, \$15.00 U.S. per DVD replacement.

Note: Certified mail is recommended.

In the U.S. send to:

Warranty Replacements, Activision, Inc., P.O. Box 67713, Los Angeles, California 90067

TEDOX

IN EUROPE:

When returning merchandise for replacement please send the original product disks only in protective packaging and include:

1. A photocopy of your dated sales receipt
2. Your name and return address, typed or clearly printed
3. A brief note describing the defect, the problem(s) you encountered and the system on which you are running the product
4. If you are returning the product after the 90-day warranty period, but within one year after the date of purchase, please include a cheque or money order for £6.00 sterling per CD replacement or £9.00 sterling per DVD replacement.

Note: Certified mail is recommended.

In Europe send to:

WARRANTY REPLACEMENTS, ACTIVISION (UK) Ltd., Parliament House, St Lawrence Way, Slough, Berkshire, SL1 2BW, United Kingdom.

Disc Replacement: +44 (0) 870 241 2148

IN AUSTRALIA:

For all Warranty replacements, please return to the store of purchase along with your receipt or proof of purchase.

If you are returning the software product after the 90-day warranty period, but within one year after the date of purchase, please contact Activision on 02 9869 0955. Note: No returns will be issued unless you have contacted Activision first.

If an Activision representative advises you that your game is valid for a return, please return the original software product disc to:

In Australia send to:

Activision Asia Pacific, Level 5, 51 Rawson St Epping, NSW 2121, Australia and include:

1. A Photocopy of your dated sales receipt
2. Your name and return address, typed or clearly printed
3. A brief note describing the defect, the problem(s) you encountered and the system on which you are running the software product.
4. Please include a cheque or money order for AU\$25 per disc replacement (subject to availability).

LIMITATION ON DAMAGES: IN NO EVENT WILL ACTIVISION BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM POSSESSION, USE OR MALFUNCTION OF THE PROGRAM, INCLUDING DAMAGES TO PROPERTY, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION AND, TO THE EXTENT PERMITTED BY LAW, DAMAGES FOR PERSONAL INJURIES, EVEN IF ACTIVISION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACTIVISION'S LIABILITY SHALL NOT EXCEED THE ACTUAL PRICE PAID FOR THE LICENSE TO USE THIS PROGRAM. SOME STATES/COUNTRIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS AND/OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. SO THE ABOVE LIMITATIONS AND/OR EXCLUSION OR LIMITATION OF LIABILITY MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

TERMINATION: Without prejudice to any other rights of Activision, this Agreement will terminate automatically if you fail to comply with its terms and conditions. In such event, you must destroy all copies of the Program and all of its component parts.

U.S. GOVERNMENT RESTRICTED RIGHTS: The Program and documentation have been developed entirely at private expense and are provided as "Commercial Computer Software" or "restricted computer software." Use, duplication or disclosure by the U.S. Government or a U.S. Government subcontractor is subject to the restrictions set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clauses in DFARS 252.227-7013 or as set forth in subparagraph (c)(1) and (2) of the Commercial Computer Software Restricted Rights clauses at FAR 52.227-19, or applicable. The Contractor/Manufacturer is Activision, Inc., 3100 Ocean Park Boulevard, Santa Monica, California 90405.

INJUNCTION: Because Activision would be irreparably damaged if the terms of this Agreement were not specifically enforced, you agree that Activision shall be entitled, without bond, other security or proof of damages, to appropriate equitable remedies with respect to breaches of this Agreement. In addition to such other remedies as Activision may otherwise have under applicable laws.

INDEMNITY: You agree to indemnify, defend and hold Activision, its partners, licensors, affiliates, contractors, officers, directors, employees and agents harmless from all damages, losses and expenses arising directly or indirectly from your acts and omissions to act in using the Product pursuant to the terms of this Agreement.

MISCELLANEOUS: This Agreement represents the complete agreement concerning this license between the parties and supersedes all prior agreements and representations between them. It may be amended only by a writing executed by both parties. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and the remaining provisions of this Agreement shall not be affected. This Agreement shall be construed under California law as such law is applied to agreements between California residents entered into and to be performed within California, except as governed by federal law and you consent to the exclusive jurisdiction of the state and federal courts in Los Angeles, California.

If you have any questions concerning this license, you may contact Activision at 3100 Ocean Park Boulevard, Santa Monica, California 90405, USA, (310) 255-2000, Attn: Business and Legal Affairs, legal@activision.com.